

SERIAL 04207 ROQ OCCUPATIONAL THERAPIST – MCSOS (NIGP 94876)

DATE OF LAST REVISION: July 13, 2006

CONTRACT END DATE: April 30, 2009

CONTRACT PERIOD THROUGH APRIL 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **OCCUPATIONAL THERAPIST – MCSOS (NIGP 94876)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 21, 2005 (eff. 04/01/05)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Carolyn Jelinek, MCSOS
Kimberley Meyer, MCSOS
Kathy Sicard, Materials Management

SPECIFICATIONS ON ROQ FOR: **OCCUPATIONAL THERAPIST – MCSOS (NIGP 94876)**

1.0 **INTENT:**

The intent of this Review of Qualifications is to procure the services of full and part time, school occupational therapists to perform assessments, evaluations and/or testing of students referred by the Superintendent of the requesting Small and Rural School District. The contract resultant of this solicitation shall be a requirement contract. Maricopa County reserves the right to make multiple contract awards, as requirements demand. Maricopa County reserves the right to award additional vendors to this contract, as may be required. This contract will be awarded for a four (4) year period, with options for renewal.

2.0 **SCOPE OF WORK:**

2.1 **OBJECTIVE:**

To provide occupational therapy services appropriate to meet the Federal and State Education Regulations for Special Education needs students.

2.2 **SERVICE TASKS/EXPECTATIONS:**

- 2.2.1 Shall be fully knowledgeable and experienced with Individual Education Plans (IEP) requirements
- 2.2.2 Shall be knowledgeable of the IDEA and ARS Title 15 requirements to provide Special Education services to students, including but not limited to: review previous evaluation, if available, for the required components; review previous education history and relevant medical information; determine all areas of suspected disabilities via observation, screening and school records; perform comprehensive evaluation and/or re-evaluations; and evaluation in all areas of known or suspected disability within forty-five (45) days of consent.
- 2.2.3 Shall conduct formal and informal individual assessments in the following areas: behavioral/social, instruction, community experiences, employment, adult living daily living skills and functional vocational evaluation within forty-five (45) days of consent.
- 2.2.4 Shall write individual comprehensive evaluation report per the IDEA, 504 and ARS Title 15 standards. Report to be written and submitted to the District Office or Superintendent of serviced school within ten (10) business days
- 2.2.5 Shall attend meetings as required, and consult with education staff, Multi-disciplinary Evaluation Team (MET) and other relevant parties to identify additional needs, goals and resources, develop IEP, and plan implementation.
- 2.2.6 Services shall include ongoing training and consultation with teaching staff (teachers, paraprofessionals, and other support staff) in regards to OT program. Requirements include, communicating with the regular classroom teacher concerning activities that can be incorporated into instruction that supports the therapy that the individual student receives.
- 2.2.7 Contractor shall be required to sign-in and sign-out at the respective school site they are providing services to.
- 2.2.8 Shall maintain communication with the Maricopa County Schools office, Education Program Administrator. This will include phone calls and/or e-mail correspondence for changing schedules, submitting site service reports and invoicing. Reports and invoicing are due monthly.

2.2.9 Flexible hours involved, however all will be within normal business hours. No after-hours services will be required. Service to be performed at Maricopa Small and Rural School Districts as follows: Aguila Elementary, Arlington Elementary, Gila Bend Unified, Mobile Elementary, Morristown Elementary, Nadaburg Elementary, Paloma Elementary, Palo Verde Elementary, Riverside Elementary, Saddle Mountain Unified, Sentinel Elementary, and Union Elementary.

2.2.10 *Contractor performance evaluations shall be conducted by the superintendent of the respective district, and the Maricopa County Director of Educational Service.*

Contractor will be evaluated minimally one (1) time during each school year. Performance will be rated on the ability of and effectiveness of the contractor to appropriately identify, test and action plan a student's needs for psychology or counseling services in accordance with the Arizona Department of Education Standards for "at risk students".

2.3 QUALIFICATIONS:

Applicant shall possess a valid Arizona Occupational Therapy License and demonstrate a minimum of two years experience conducting evaluations of special education students. **Applicant shall provide a photocopy of each of the license(s) or certificate(s) applicable in compliance with this request. Applicant shall also offer proof of minimum experience requirement.**

2.4 COMPENSATION:

Bidders/respondents shall indicate hourly fee/compensation rate on Attachment A (Pricing Page). Fee/compensation rate may be subject to negotiation, based upon experience and credentials, prior to award determination.

2.5 METHOD OF PAYMENT/REIMBURSEMENT:

2.5.1 Upon submission of the appropriate invoice, the County will process and "pay" within 30 days. Contractor shall understand and agree that the County will not honor any claim for payment submitted six (6) months after date of service. The Contractor shall understand and agree that the County will not process any claim for payment for services rendered prior to the contract expiration date, submitted 60 days after the contract expiration date, without the approval of the appropriate administrator

2.5.2 Mileage allowance shall be provided at the current County rate from the 301 W. Jefferson address to the school district site. This mileage is to be itemized on the invoice.

2.5.3 Rate increases, if any, will be determined by the Maricopa County Superintendent of Schools when contract performance is evaluated for the anniversary or renewal period each year. In no case will the contract rate increase exceed the current Producer Price Index (PPI). Rate increases are at the discretion of the County and are not guaranteed.

2.6 WHAT TO SUBMIT AS A RESPONSE TO THIS ROQ

PLEASE SUBMIT TWO (2) COPIES OF THE FOLLOWING TO THE ADDRESS LISTED IN SECTION 3.7.

2.6.1 ATTACHMENT A

2.6.2 ATTACHMENT B

2.6.3 ATTACHMENT C

2.6.4 LETTER OF INTEREST

2.6.5 RESUME OR CV WITH DETAILED INFORMATION ON EXPERIENCE AND EDUCATION

2.6.6 CREDENTIALS (COPIES OF LICENSES, DIPLOMAS, CERTIFICATIONS, ETC.)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MULTIPLE VENDOR AWARD:

Maricopa County reserves the right to award this contract to more than one vendor at the County's discretion and to add additional vendors throughout the life of this contract, if desired.

3.2 CONTRACT LENGTH:

This REVIEW OF QUALIFICATIONS is for awarding a firm, fixed price purchasing contract to cover a four (4) year period.

3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.**

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4.2 **INSURANCE REQUIREMENTS.**

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.4.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.4.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.4.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.4.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.5 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Questions shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT - 602-506-3274 FAX 602-258-1573
EMAIL: sfisher@mail.maricopa.gov

NOTE: All inquiries must be submitted in writing via fax or e-mail. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this ROQ will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Producer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the ROQ price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the ROQ Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as ROQ in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action ,which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a ROQ in response to this REVIEW OF QUALIFICATIONS, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.23 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF ROQ SOLICITATION INTO THE CONTRACT:

The contents of this REVIEW OF QUALIFICATIONS and the selected firm's response are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this REVIEW OF QUALIFICATIONS must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Respondent believes that any aspect of this REVIEW OF QUALIFICATIONS is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.4 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The applicant agrees that by submitting this proposal, it will include without modification the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," i.e., with subgrantees or contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

5.5 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this REVIEW OF QUALIFICATIONS.

5.6 CONTRACTOR LICENSE REQUIREMENT:

The Respondents shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.7 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this ROQ, including the acquisition of supplies and/or personnel.

5.8 PUBLIC RECORD:

All information submitted relating to this ROQ, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

5.9 D/M/WBE PARTICIPATION:

Respondents submitting a ROQ are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your ROQ response D/M/WBE areas of involvement for monitoring purposes.

5.10 REFERENCES:

If possible, Respondents must provide at least three (3) reference accounts to whom they are presently providing this or a similar service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.11 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on but not limited to the following:

5.11.1 Qualifications

5.11.2 Experience

5.11.3 Negotiation of hourly fee/compensation rate.

5.12 GENERAL EVALUATION:

The evaluation of ROQs and the determination of acceptability of the supplies, materials, or services ROQ shall be the sole responsibility of the County and will be based on information furnished by the respondent, or identified in his ROQ, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing ROQ prices. The Board reserves the right to make award on the basis of accepting the lowest ROQ on the material or equipment conforming to the ROQ specifications, to waive any informalities in the ROQ or may reject all ROQs.

5.13 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

5.14 VALIDITY PERIOD:

All ROQ prices shall be held firm for a minimum period of 60 days after ROQ opening.

5.15 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

5.16 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The Respondents should know in the ROQ process that the successful respondent will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Respondent by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Respondent/user relationship will exist when within compliance and the contract administration process should be transparent.

5.17 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.18 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.19 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.20 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive Bidding in conjunction with this REVIEW OF QUALIFICATIONS.

5.21 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a ROQ, and/or to declare a Respondent non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information as part of its ROQ. The County may consider that information during evaluation of the ROQ. The County reserves the

right to take any action available to it if it discovers a failure to provide such information to the County is a ROQ, including, but not limited to, determination that the Respondent should be declared non-responsible and/or non-responsive, and suspension or debarment of the Respondent, as those terms are defined in the Maricopa County Procurement Code.

By submitting a ROQ in response to this REVIEW OF QUALIFICATIONS, the Respondent agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Respondent will meet its obligations to the County.

5.22 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. **In light of these efforts, Respondents are REQUIRED TO PICK ONE OF THE STANDARD TERMS THE COUNTY UTILIZES (SEE ATTACHMENT A). FAILURE TO INDICATE A TERM WILL RESULT IN THE COUNTY APPLYING NET 30 DAYS AS RESPONDENTS TERMS. RESPONDENT TERMS WILL BE CONSIDERED IN DETERMINING THE RESPONDENTS "PRICE".**

5.23 REGISTRATION:

Respondents are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your ROQ to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.24 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Respondents, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

THERAPY ONE, P. O. BOX 27, MESA, AZ 85211-0027

P080404/B0700067/NIGP 94876

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
OCCUPATIONAL THERAPIST - MCSO (as defined herein)	<u>\$ 60.00 70.00/Hr.</u> (effective 07/01/06)
Occupational therapy full evaluation	<u>\$325.00/session</u> (effective 07/01/06)

Bidders/respondents shall indicate hourly fee/compensation rate above. Bidder/respondent is reminded that hourly fee/compensation rate may be subject to negotiation, based upon experience and credentials. Rate increases (if any) will be determined by the Maricopa County Schools Office when the contract is evaluated for renewal each year, or at the anniversary date of the contract, but in no case may the rate increase be more than the current Producer's Price Index (PPI).

Terms:	NET 30
Vendor Number:	W000002252 X
Telephone Number:	480/668-1917
Fax Number:	480/668-2750
Contact Person:	Joseph A. McLaws
E-mail Address:	jamtherapyone#cs.com
Contract Period:	To cover the period ending APRIL 30, 2009

CONTRACT EFFECTIVITY DATE IS 04/01/2005.

TEAM ED, PC, 2040 S ALMA SCHOOL RD STE 1 , PMB 500, CHANDLER, AZ 85248

P080404/B0700067/NIGP 94876

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
OCCUPATIONAL THERAPIST - MCSO (as defined herein)	\$ 100.00/Hr.

Bidders/respondents shall indicate hourly fee/compensation rate above. Bidder/respondent is reminded that hourly fee/compensation rate may be subject to negotiation, based upon experience and credentials. Rate increases (if any) will be determined by the Maricopa County Schools Office when the contract is evaluated for renewal each year, or at the anniversary date of the contract, but in no case may the rate increase be more than the current Producer's Price Index (PPI).

Terms:	NET 30
Vendor Number:	W000002404 X
Telephone Number:	602/323-0894
Fax Number:	602/288-7263
Contact Person:	Doug Cutler
E-mail Address:	contract@teamed.net
Company Web Site:	www.teamed.net
Contract Period:	To cover the period ending APRIL 30, 2009

CONTRACT EFFECTIVITY DATE IS 04/01/2005.

(Added 1/26/06)

EDUCATIONAL BASED SERVICES, 6501 E GREENWAY PLWY #102 PMB #615, SCOTTSDALE, AZ 85254

P080404/B0700067/NIGP 94876

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
OCCUPATIONAL THERAPIST - MCSOS (as defined herein)	\$ 60.00/Hr.

Bidders/respondents shall indicate hourly fee/compensation rate above. Bidder/respondent is reminded that hourly fee/compensation rate may be subject to negotiation, based upon experience and credentials. Rate increases (if any) will be determined by the Maricopa County Schools Office when the contract is evaluated for renewal each year, or at the anniversary date of the contract, but in no case may the rate increase be more than the current Producer's Price Index (PPI).

AUTHORIZED CONTRACT PROVIDERS:

DANA COST, OTR/L

ELIZABETH REYMAN, OTR/L

Terms:	Net 30
Vendor Number:	W000005885 X
Telephone Number:	800-578-7906
Fax Number:	800-887-5852
Contact Person:	Laurie Seeley
E-mail Address:	laurie@ebshealthcare.com
Company Web Site:	www.ebshealthcare.com
Contract Period:	To cover the period ending APRIL 30, 2009